



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0829337 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC; FF; 0

Introduction

This Hearing was scheduled to deal with a Tenants' Application for Dispute Resolution seeking Orders for the Landlords to comply with the Act, regulations or tenancy agreement and "other" Orders; and to recover the cost of the filing fee from the Landlords.

The parties gave affirmed testimony at the Hearing. It was determined that the Landlords received the Notice of Hearing documents by registered mail on or about November 3, 2015.

Issue(s) to be Decided

1. Did the Tenants agree to an additional rent increase in the amount of \$35.00 effective October 1, 2015?

Background and Evidence

The Tenant GM testified that this tenancy began "16 or 17 years ago". Rent is due on the 5th day of each month. GM testified that the Landlords increased the rent to \$300.00 per month from \$265.00 effective November 5, 2015. The Tenants have paid the increased rent for November and December, but GM stated that they did not agree to the increase. January's rent is due on the day of the Hearing and has not yet been paid.

The Landlords submitted that they assumed the Tenants agreed to the rent increase by paying the additional \$35.00. They stated that the Landlords have made their own Application for an additional rent increase, which will be heard on February 15, 2016. The Landlords agreed that they would accept \$265.00 rent for the months of November and December, 2015 and January and February, 2016.

Analysis

I find that the Tenants did not agree to the additional rent increase by paying the extra \$35.00. I find that in making their Application on October 31, 2015, their clear intent was to cancel the additional rent increase. In any event, the Landlords agreed that rent would remain at \$265.00 until determination of their Application for an additional rent increase.

I find that the Tenants have overpaid rent for the months of November and December in the total amount of \$70.00. Therefore, I order that the Tenants may deduct \$70.00 from January's rent.

I find that the Tenants are entitled to recover half of the cost of the filing fee, in the amount of \$25.00 from the Landlords, which may also be deducted from January's rent payment.

For clarification, rent for January, 2016, will be \$170.00 (\$265.00 - \$70.00 - \$25.00). Rent for February is \$265.00. The parties were provided with my Decision orally at the Hearing.

Conclusion

Rent is \$265.00, due on the 5th day of each month. \$95.00 may be deducted from future rent due to the Landlords.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: January 07, 2016

Residential Tenancy Branch

